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Orientation pack for Jandapac suppliers

Thank you for your involvement with us. Our currently active team of suppliers (including useful contact details!) is as follows:

Supplier	Email	Phone
Claude	claude.staub@shiftingnirvana.com	0433 888 889
Damien	rostercoaster@gmail.com	0438 388 922
Lisa	lfischer1@optusnet.com.au	0422 001 179
Steve	steve.bergen@gmail.com	0416 177 052
Tony	hawk.computing@gmail.com	0407 139 796

We work for highly sensitive (in terms of confidentiality) government and government-funded agencies.

These agencies require us to be aware of, and keep on file a signed copy of, information and confidentiality agreements such as is contained in this document or screen.

Please fee free to contact me to have a chat about the content (especially if you want to recommend that we add / edit / remove any content) and return to me a signed copy. The easiest way to do this is to print and sign, then take a photo with your phone, and then send the pics to either lfischer1@optusnet.com.au or to 0422 001 179.

Kind regards

Lisa

Want to know more about our products, and what we do?

[Billing process](#)

[QA & Continuous Improvement Program](#) (EMSONline Apps & Projects for DHS)

A default Memo of Understanding (MOU)

If we do NOT already have an "Individual MOU" or "Licence Agreement" with you, the following **Generic MOU** applies as a default:

- This **Generic MOU** is typically used when we first establish an alliance, as we each try each other out. You and we can supersede it at any time by an **Individual MOU** (or Licence Agreement).
- Our focus is on selling “supplies delivered”, rather than “inputs”. That is, what we’ve achieved, rather than how hard we’ve worked. We’re not staff, and usually, our customers won’t be all that interested in how hard we’ve worked. Having said that, inevitably our "hours worked" tends to end up one of the factors, among many, that help us to build up a quotation.
- Please do not create any supplies that have not been budgeted for under [Document your Day](#), and for which you and we have not yet risk managed together with respect to the risk of 'customer no pay'. (Having said that, in over a decade of operations, we have never had a customer default on a payment - usually, we work for government and government-funded - so we suggest that this risk as "very low likelihood"; but of course you need to make that assessment yourself, in conversations with us.)
- The supplies you invoice us for cannot exceed items.
- In certain [out of scope product / market segment combos](#), Jandapac agrees to NOT COMPETE with its allies, and our allies do work / sales independently of Jandapac. But in Jandapac's product / market segment combos, which have been funding and developing full time since 1999, we request that our allies don't compete with Jandapac.
- Beyond that, for now, let's cover all other typical MOU headings by saying that we all agree to work together in good faith.

*By 'us' we mean Damien, Lisa, Tony or Claude.

Signature

I confirm that I have read the above

_____ / _____ / _____
 Your name Signed Date

_____ _____ Yes / No
 Who will be invoicing Jandapac P/L? ABN (if N/A, type "N/A") GST reg'd? (circle)

Special comment: DHS is our biggest customer, and we are heavily integrated with DHS. So please note (optional) the following links. DHS has put a lot of thought into these, so we tend to use them as a guide for our own activities: [DHS Business rules for sending emails](#), [DHS Privacy statement](#) and [DHS Code of conduct](#).

Confidentiality Undertaking (Non-DHS)

This Deed is made on the _____ day of _____ 20____

I, _____, am a supplier to Jandapac Pty Ltd
T/A RosterCoster ("Contractor").

I have been engaged by the Contractor to deliver "supplies" in relation to outputs as defined in agreements between "Organisations" and the Contractor.

I agree with the Contractor that I will not communicate, publish or release any Confidential Information, as defined in the Agreement, except as directed by the Organisation, as required by law, or for the purpose of the Contractor's performance of the Project.

Executed as a deed on the date set out at the commencement of this Deed.

SIGNED SEALED AND DELIVERED in the presence of witness (see below): Our supplier sign here
..... Signature of witness	
..... Name of witness (block letters)	

Confidentiality Undertaking (DHS)

Schedule A **Confidentiality Undertaking**

This Deed is made on the day of 201

I, _____, am an employee, agent or contractor of [Jandapac Pty Ltd T/A RosterCoster] ("**Contractor**").

I have been engaged by the Contractor to perform services ("**Services**") in relation to the Project defined in the agreement between the Secretary to the Department of Human Services ("**Department**") and the Contractor dated [All Jandapac projects] ("the Agreement").

I agree with the Contractor that I will not communicate, publish or release any Confidential Information, as defined in the Agreement, except as directed by the Department, as required by law, or for the purpose of the Contractor's performance of the Project.

I irrevocably authorise the Department to enforce this undertaking and **I acknowledge** that the Department is entitled (in addition to any entitlement to damages) to seek an injunction or other equitable relief for any actual or threatened breach by me of this Deed:

- (a) without the need for the Department to prove any special damage; and
- (b) the Department need not provide any security in respect of any damages that I or anyone else might incur as a result of an injunction being granted.

Executed as a deed on the date set out at the commencement of this Deed.

SIGNED SEALED AND DELIVERED in the presence of:)
..... Signature of witness)	Sign here
..... Name of witness (block letters))	

[INSTRUCTION: TO BE SIGNED BY THE CONTRACTOR'S EMPLOYEE OR AGENT (not to be signed by the Contractor)

In accordance with clause 7.6, if requested by the Department, the Contractor must procure from each person employed or engaged by it in provision of the Services a Confidentiality Undertaking in the form set out above. A copy of each Confidentiality Undertaking must be delivered to the Supervising Officer.]